

INLAND NORTHWEST AGC
(a chapter of the Associated General Contractors of America, Inc.)
AND
PACIFIC NORTHWEST REGIONAL COUNCIL
OF CARPENTERS
(Carpenters - Millwrights - Piledrivers)

K# 8967

6-1-2006 to 5-31-2009

PREAMBLE

THIS AGREEMENT is a successive principle agreement to the Eastern Washington and Northern Idaho Carpenters 2003 - 2006 Agreement and all other prior agreements thereto by and between the above named parties (or their predecessor organizations).

This is a collective bargaining agreement between the Inland Northwest AGC (a chapter of the Associated General Contractors of America, Inc.) (referred to as the "Employer"), and the Pacific Northwest Regional Council of Carpenters and local unions of the United Brotherhood of Carpenters and Joiners of America, (referred to as the "Union"), and shall constitute an Agreement between the parties hereto for the work, conditions and wage rates provided for herein the territory of Eastern Washington and Northern Idaho.

ARTICLE 1
PURPOSES

1.1 The purposes of this Agreement are to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to stabilize conditions in Highway, Heavy and Building construction work in the area affected by this Agreement, to prevent avoidable delays and expense, generally to encourage a spirit of helpful cooperation between the Employer and the Employee Groups to their mutual advantage.

1.2 The person signing this Agreement on behalf of each Employer warrants and guarantees his authority to act for and bind such Employer. Each person signing this Agreement on behalf of the Union warrants and guarantees his authority to act for, bind and collectively bargain for and on behalf of the Union.

ARTICLE 2
PARTIES

2.1 This Agreement shall apply to all Building, Heavy, Highway Construction (except residential construction) coming within the recognized jurisdiction of the Pacific Northwest Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America, and the signatory Local Unions, and individual members thereof, except that it shall not apply to Superintendents, Master Mechanics, Civil Engineers, Timekeepers, Messengers, Guards, Confidential Employees, Clerks or other office employees.

2.2 The Union is recognized as sole bargaining agent for employees covered by this Agreement.

ARTICLE 3
MANAGEMENT'S RIGHTS

3.1 The Employers retain full and exclusive authority for the management of their operations. The Employers shall direct their working forces at their sole prerogative, which includes but is not limited to hiring, promotion, transfer, layoff or discharge. No rules, customs, or practices, shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Employers shall utilize the most efficient methods or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design. The Employers shall schedule work, shall determine when overtime will be worked, and the number of employees to be utilized.

3.2 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employers, therefore, retain all legal rights not specifically covered by this Agreement.

ARTICLE 4 NO STRIKES - NO LOCKOUTS

4.1 It is mutually agreed that there shall be no authorized strikes, lockouts, or other slowdowns or cessation of work by either party on account of any labor differences pending the full utilization of the grievance procedure set up in Article 13, provided that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line.

4.2 Failure of an Employer to pay wage, travel, or other negotiated fringe payments as outlined in this Agreement is a violation of this Agreement and not subject to grievance procedure as outlined in Article 13. In the event of violation and after forty-eight (48) hour notice to the Employer, the Union may take economic action against such Employer to collect such monies owed, including attorney fees, liquidated damages and audit fees.

ARTICLE 5 TERRITORY COVERED

5.1 This Agreement shall cover all Highway, Heavy and Building Construction work in the following counties or parts of counties East of the 120th Meridian: Adams, Asotin, Benton, Cheban, Columbia, Douglas, Ferry, Franklin, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman, and Yakima, in the State of Washington; and Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nez Perce, Shoshone, and the north one-half of Idaho County in the State of Idaho.

5.2 In the areas East of the 120th Meridian which are under the jurisdiction of Local Union No. 770, Yakima, and Local Union No. 2205, Wenatchee, the terms and conditions of the Western and Central Washington Area Master Agreement shall be recognized (**Carpenters only**). (**SEE MAP TO DETERMINE JURISDICTION OF LOCAL UNIONS**) That area previously known as Local Union No. 1332 Grand Coulee, will remain under this Agreement.

5.3 Jurisdiction of Millwrights Local 1699 shall cover the entire area delineated in paragraph 5.1 above.

ARTICLE 6 UNION SECURITY

6.1 All employees covered by this Agreement and coming under the jurisdiction of the Union, as set forth in Article 2 shall, as a condition of employment, become members of the appropriate Local Union within eight (8) days following the date of their employment, and shall remain members in good standing during the term of this Agreement. "Good standing" for the purpose of this Agreement is interpreted to mean all employees shall maintain their membership with current month's dues paid in their Local Union. When an employee fails to tender to an authorized agent of the Union such initiation fees or periodic union dues as are required for good standing membership, the Employer will, upon written request from the Union, dismiss the employee at the close of the shift.

6.2 Union Security, shall not be applicable on work within the state of Idaho until the repeal or modification of the Idaho Right-to-Work law enabling the legal implementation of the clause, at which time the clause shall automatically become applicable to work performed within the state of Idaho.

ARTICLE 7 SUBCONTRACTING

7.1 If a contractor bound by this Agreement contracts or subcontracts any work covered by this Agreement to be done at the job site of the construction, alteration, or repair of a building, structure or other work to any person or proprietor who is not signatory to this Agreement, the Employer shall require such subcontractor to be bound to all the provisions of the Agreement, such contractor shall maintain daily records of the subcontractors employees' job site hours, and be liable for the payment of these employees' wages, travel, Health & Security, Retirement, Credit Union, and Apprenticeship and Training contributions (or differential) in accordance with this Agreement.

7.2 In the areas of drywall, acoustical and insulation, if the Employer is unable to find qualified competitive Union subcontractors, Article 7 will be waived by mutual agreement after review of the bids by the Union under the following conditions:

7.2.1 (A) If the contractor receives three (3) union subcontractor bids on any one segment of work (drywall, acoustical and insulation) referenced above, the contractor will select and use one of the union subcontractors.

7.2.2 (B) If three (3) union subcontractor bids are not received on any segment of work (drywall, acoustical and insulation) referenced above, then the Employer may use the non-signatory subcontractor provided:

7.2.3 (C) The non-signatory subcontractor's bid is more than 5% lower than the lowest union subcontractor bid, this bid may be used by the Employer, provided the non-signatory subcontractor is an established licensed contractor who has operated within the territory of the Agreement.

7.3 Exemptions beyond these areas as referenced in 7.2 must be agreed to by the Union prior to the start of work.

7.4 Whenever the Employer is obligated to satisfy MBE-WBE requirements, the Union and the Employer will agree to waive this provision in the event an Employer and Union are unable to find qualified competitive Union MBE-WBE subcontractors prior to the bid opening. This provision shall not be implemented with any intent other than to meet MBE-WBE requirements.

7.5 It is understood that this Article applies only to work jurisdiction claimed by the United Brotherhood of Carpenters and Joiners of America.

ARTICLE 8 HOURS OF WORK - SHIFTS - OVERTIME

8.1 The work week will start with the first shift on Monday and conclude with the third shift on Friday. Eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 6:00 p.m. with one-half (½) hour unpaid lunch period. Hours of work may be changed by the Employer with twenty-four (24) hour prior notification to the Union. Forty (40) hours per week, Monday through Friday, shall constitute a regular work week.

8.2 Employees will be at their place of work, ready for work, at the start of the shift. The place of work shall be defined as the gang or tool box or equipment at the employee's assigned work location. Dry and/or lunch shacks and/or check-in locations shall be placed as near the gangbox or work location as possible. Crews on shift will be given adequate time to gather up their tools before quitting time. Employees being terminated or laid off shall be given adequate time to collect tools and belongings prior to the end of the shift. On jobs where the Employer or owner prohibits private vehicles beyond a designated area, the Employer will furnish a manhaul or permit the employees sufficient time to walk to the parking lot by quitting time.

8.3 Work performed in excess of eight (8) hours per day Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. All work performed on Sundays and Holidays shall be paid at double (2) the straight time rate of pay. In no case shall overtime pay exceed double the straight time rate of pay. The Employer shall have the sole discretion to assign overtime work to employees with consideration of retention of the Job Steward (See Article 12).

8.4 Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows:

8.4.1 **Two Daylight Shift Operations:** On a two consecutive shift operation, no shift differential is involved for work performed on either of these two shifts. Each shift must be scheduled for at least eight (8) hours except as provided for in Section 1 of this Article. On a two shift operation, the second shift shall be established for a minimum of three (3) days. Once the starting times are established for the two shift operation, they shall not be changed except upon three (3) days' notice to the Union.

8.4.2 **Three Shift Operation:** On a three shift operation, the following shall apply:

FIRST SHIFT: The regular hours of work on the first shift of multiple shift operations shall be eight (8) hours of continuous employment except for lunch period at midshift, between the hours of 6:00 a.m. and 6:00 p.m.

SECOND SHIFT: The second shift shall be seven and one-half (7 ½) hours of continuous employment except for lunch period at midshift, and shall be paid for eight (8) hours at the straight time hourly rate.

THIRD SHIFT: The third shift shall consist of seven (7) consecutive hours of employment, except for lunch period at midshift, between the hours of 12:30 a.m. and 8:00 a.m., and shall be paid for eight (8) hours at the straight time hourly rate.

8.4.3 SPECIAL SHIFTS: When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

If employees are called back to the job without receiving an eight (8) hour break between shifts, they shall continue at the applicable overtime rate.

8.5 Option for 4-Ten Hour Shift:

The Employer may, at his option, establish a first and/or second shift consisting of ten (10) hours of work, exclusive of a one-half (½) hour non-paid lunch period per day, that shall constitute a normal forty (40) hour work week, provided that it does not conflict with Federal, State or local regulations or laws. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other, subject to the limitations that it will give the Union at least seven (7) calendar days' notice of such change and maintain such shift for a minimum of one (1) work week. All hours of work on these shifts shall be paid for at the basic straight time hourly wage and fringe rate, overtime will apply after ten (10) hours. No ten hour second shift may be established without a preceding ten hour first shift. (Also see Article 16)

8.5.1 In the event the job is down for any reason beyond the Employer's control, including holidays as defined by Article 10, then Friday may, at the option of the Employer, be worked as a voluntary make-up (no employee shall be terminated for refusal to work a make-up day).

8.6 Weekend Shutdowns:

Where the work is started and completed within a period between 12:00 p.m. Friday night and 8:00 a.m. the following Monday morning, all work will be performed at the time and one-half (1½) the applicable rate.

8.7 On a project working a makeup day, if one (1) carpenter is paid overtime, all affected carpenters will be paid the applicable overtime rate.

ARTICLE 9 LUNCH

9.1 Employees shall not be required to work more than five (5) hours from the start of their shift without a one-half (½) hour (nor more than one (1) hour) break for lunch. This period shall not begin earlier than three and one-half (3 ½) hours after the start of the shift and shall not begin later than five (5) hours after the start of the shift. If they are required to work past this time and they are denied time to eat, they shall be paid at the applicable overtime rate until such time as they are allowed to eat their lunch. If not allowed to eat lunch, employees will be paid an additional one-half (½) hour of overtime. Employees required to work more than two (2) hours after the end of the regular shift shall be allowed to at least one-half (½) hour meal period which shall be considered as time worked, and if it is impractical for the employees to leave the job, they shall be provided a lunch by the Employer.

9.2 Employee's lunch period may be staggered during the period of three and one-half (3 ½) to five (5) hours from the start of the shift to cover necessary work of a continuous nature.

ARTICLE 10 HOLIDAYS

10.1 The following seven (7) days shall constitute the recognized holidays within the terms of this Agreement. If any of the following holidays falls on a Sunday, Monday will be observed as the holiday. If any holiday falls on

a Saturday, the preceding Friday shall be observed as a holiday. The holiday shall be the twenty-four (24) hour period commencing with the established starting time of the day shift on the day of the holiday.

**New Year's Day
Memorial Day
Independence Day
Labor Day**

**Thanksgiving Day
Friday after Thanksgiving
Christmas Day**

10.2 No work shall be performed on Labor Day except to save life or property.

ARTICLE 11 PAY DAY

11.1 Employees shall be paid in full prior to quitting time on the jobsite once each week (on the same day), but in no event shall more than five (5) days' (Saturday, Sunday and holidays excluded) wage be withheld.

If the regular payday falls on a holiday, the employee shall be paid on the last regular work day before the holiday.

An employee's pay check stub or attached statement shall contain an itemized statement showing the breakdown of straight time hours, overtime hours, rate of pay, and all authorized deductions, and must indicate the name and address of the Employer. In the event an employee receives an N. S. F. Check, thereafter all payments shall be made by cash or certified check and he/she shall be considered not paid timely and shall receive eight (8) hours pay for every Twenty Four (24) hour period thereafter until he/she receives cash or certified check in full payment. Documented bank errors will be exempt from the initiation of eight (8) hour penalty.

No adjustment of disputed pay will be made unless the employee or the Union shall make a claim in writing to the Employer's representative ten (10) working days from the pay period in question.

11.2 An employee shall be paid in full when discharged during normal working hours. When employees are laid off or discharged, payment shall be made within twenty-four (24) hours (Saturday, Sunday, and Holidays excepted). In the event that payment is not made within twenty-four (24) hours (Saturday, Sunday, and Holidays excepted), he/she shall receive two (2) hours pay at the applicable wage rate for each twenty-four (24) hour period thereafter until said check is mailed to an address of the employee's choice. The postmark on the envelope will serve as the cutoff for any penalty.

11.3 Employees who quit shall be paid not later than the next regular pay period.

ARTICLE 12 UNION REPRESENTATIVES & JOB STEWARDS

12.1 The authorized and credentialed representatives of the Union having jurisdiction over the work covered by this Agreement shall be allowed admission to any job at any time for the purpose of investigating conditions on the job; provided, however, that they shall give notice to the office or superintendent of the job.

12.2.1 The Union shall submit in writing to the Employer the names of its job stewards, whenever possible, and such changes of job stewards as may occur from time to time, and the Employer shall recognize such job stewards selected by the Union. Oral notification of job stewards will be acceptable whenever written notice is not practical.

12.2.2 Every job steward shall perform work for the Employer to the same extent as other employees, however, a job steward may take reasonable time off from his regular duties when an employee (or group of employees) desires to take up with the job steward any matter which is believed to be in violation of this Agreement. In such cases, before leaving his work area, the job steward shall inform his immediate supervisor where he wishes to go and shall secure permission to leave. The Steward shall also report back to the supervisor on his return.

12.2.3 When forces must be reduced, if all other considerations are equal, the steward shall not be discharged except for just cause and shall remain on the job provided that there are at least four (4) carpenters on the

project. When a job steward must be laid off or discharged, the Union will be notified forty-eight (48) hours prior to such action. A job steward will be given a reasonable amount of time to take up his report once a week.

12.2.4 Each shift may have a job steward. No job steward shall be allowed to solicit membership in his organization or to collect any monies from any employees on the job during working hours. No job steward will be discharged by the Employer because of his Union activities.

12.2.5 Stewards are not authorized to threaten, direct or cause a work stoppage or slowdown.

ARTICLE 13 SETTLEMENT OF DISPUTES & GRIEVANCES

13.1 It is mutually agreed that there shall be no authorized strikes, lockouts, or other slowdowns or cessation of work by either party on account of any labor differences pending the utilization of the grievance procedure as set forth below, provided that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line.

13.2 **STEP 1:** In the event that a dispute arising on the job cannot be satisfactorily adjusted on the job between the representative of the Union involved and the Employer, the same shall promptly (not later than five (5) working days), be referred to the authorized representative of the Union and the Employer or his/her authorized representative. Should they fail to effect a settlement:

STEP 2: They shall refer the matter to a Board of Conciliation within fifteen (15) working days of which Board shall consist of two (2) persons appointed by each party, and if these four (4) persons cannot effect a settlement within seven (7) days after the dispute has been referred to them:

STEP 3: An Arbitration Committee, consisting of one (1) representative of the company, one (1) representative of the Union and a third member to be chosen by these two (2). In the event the two (2) representatives designated by the parties shall be unable to agree upon the third member of the Arbitration Committee within ten (10) days, the Federal Conciliation Service, State Mediation or the American Arbitration Association shall be requested to submit a list of qualified and approved arbitrators, one of which shall be selected to act as a third member of the Committee, in accordance with the rules of the agency that submits the panel.

13.3 This decision shall be final and binding upon the parties hereto. Any decision rendered shall be within the scope of this Agreement and shall not change any of its terms or conditions. The arbitrators shall, in their decision, specify whether or not the decision is retroactive and the effective date thereof.

13.4 Failure of either party to select their representative for the purpose of arbitrating a dispute upon this section within thirty (30) days from the date such arbitration is requested shall result in the dispute being adjusted in favor of the complaining party.

13.5 Any mutual expense incurred in the process of arbitration shall be borne equally by the Employer and the Union.

13.6 It is further understood that the grievance procedure above set forth shall not be used for the purpose of arriving at an agreement to supersede this Agreement.

13.7 By mutual agreement the aforementioned time-frames in this article may be waived or extended.

ARTICLE 14 JURISDICTIONAL DISPUTES

14.1 The parties agree that there will be no cessation or stoppage of work because of jurisdictional disputes pending settlement by the following outlined procedures.

14.2 The Employer who has the responsibility for the performance and installation shall make a specific assignment of the work as follows:

14.3 Where a decision of record applies to the disputed work or where an agreement of record between the disputing trades applies to the disputed work, the Employer shall assign the work in accordance with such

agreement or decision of record. Decisions of record are applicable to all trades. Agreements of record are applicable only to the parties signatory to such agreements. Where no decision or agreement applies to the work, the Employer shall assign the disputed work in accordance with the prevailing practice in the locality. The locality for the purpose of determining the prevailing practice shall be defined ordinarily to mean the geographical jurisdiction of the local Building and Construction Trades Council in which the project is located.

14.4 If the disputed work cannot be satisfactorily settled between the Local Unions and the Employer, the Local Unions shall promptly submit the dispute to the International Unions who shall meet with the Employer to review the issues and settle the dispute.

14.5 It will be a violation of the Agreement by the Employer or by the Union if the Employer or the Union fails to abide by the decision reached under this procedure or by an arbiter or decision of record.

14.6 Craft jurisdiction is neither determined nor awarded by classification and/or scope of work appearing in any Labor Agreement.

ARTICLE 15 HEALTH, SAFETY AND ACCIDENT PREVENTION

15.1.1 The Employer shall comply with the Safety Standards for construction work in the State of Washington and the Idaho Minimum Safety Standards and Practices for Building and Construction Industry and Federal Safety Standards as required by law in the appropriate areas affected by this Agreement. This Agreement is not intended to, nor shall it be construed as creating, recognizing or imposing, on the Union or its agents, any common law duties in the areas of safety. All foremen and general foremen shall carry a current first aid card.

15.1.2 In the event of an injury requiring hospitalization to an employee, the Employer shall notify the proper Steward and Union of the injury as soon as possible. Industrial reports received by the Employer are to be signed and processed immediately by the Employer.

15.2.1 Clean, cold, fresh drinking water and sanitary, disposable cups shall be kept in close proximity to the workmen at all times. Ice to be furnished during hot weather upon request of the Business Representative.

15.2.2 Toilets, urinals, or latrines in clean and sanitary conditions shall be provided on all jobs according to State and Federal requirements.

15.3.1 To improve the general safety conditions on the job, the Employer will furnish clean and sanitary items of safety equipment and will require the employee drawing such equipment, to sign an authorization permitting a deduction as a deposit against the return of the equipment.

15.3.2 Rubber gear other than to normally turn foul weather and welding or burning protective equipment such as hoods, goggles, lens, leather welding gloves and jackets, etc., shall be supplied on all jobs where needed, in suitable conditions and sizes to each worker. These are to be charged to the worker who is to guarantee their return, regardless of condition. In case of intentional destruction, it will be charged to the employee.

15.4 HAZARDOUS MATERIALS:

Employers agree to abide, where applicable, by the most stringent provisions of the following regulations as they may pertain to a particular contract:

- 1) Federal Regulations
- 2) State Regulations
- 3) DOE Regulations in the area of the particular project.
- 4) Regulations of any other nuclear energy plant owner from whom the employer holds a construction contract.

Employers agree to plan work for the most even distribution of radiation/hazardous material exposure amongst the employees consistent with efficient utilization of manpower.

15.5 HAZ-MAT MATERIALS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification the person is working in as follows:

LEVEL D: + \$.25 PER HOUR

Footnote: This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C: + \$.50 PER HOUR

Footnote: This level uses an air purifying respirator or additional protective clothing.

LEVEL B: + \$.75 PER HOUR

Footnote: Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: + \$1.00 PER HOUR

Footnote: This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

Where employees are required to wear glasses, the company shall furnish the required masked glasses.

Employees shall be paid HAZ-MAT pay in increments of four (4) and eight (8) hours.

**ARTICLE 16
SHOW UP - STANDBY & CALL BACK**

16.1 In the case of work shutdown caused by inclement weather, the Employer shall be diligent in attempting to notify the employee by phone or other means as is practical. A prudent attempt at notification will relieve the Employer of his obligation under Article 16.2.

16.2 Employees who have not been given notice not to report to work at least two (2) hours prior to the normal starting time of their shift who report for work shall receive:

Inside the 15-mile Radius Zone:	One (1) hour reporting pay
Outside the 15-mile Radius Zone:	Two (2) hours reporting pay

16.3 Employees prevented from completing the shift due to inclement weather after the one (1) hour minimum shall be paid for actual time worked and applicable fringes.

16.4 An employee prevented from completing the shift due to causes other than weather and equipment breakdown shall receive the following showup pay: On eight (8) hour shift schedules after the one (1) hour or two (2) hour minimum an employee who works more than one (1) but less than two (2) hours shall receive two (2) hours pay; an employee works more than two (2) but less than four (4) shall receive four hours pay; an employee who works more than four (4) hours shall receive actual time worked at the applicable straight time and overtime rates plus all other applicable compensation. On ten (10) hour shift schedules after the one (1) hour minimum or the two (2) hour minimum an employee who works more than (1) but less than five (5) hours shall receive five (5) hours pay; an employee who works in excess of five hours shall receive actual time worked.

16.5 If an employee leaves of his own volition, he shall be paid for actual time worked at applicable straight and overtime rates. When employees leave the job because of premeditated personal reasons, motel allowances shall be pro-rated.

16.6 EMERGENCY CALL OUT:

In the event an employee has left the project and is called back to perform overtime work after his shift, or on Saturday, Sunday or holidays, such employee shall be paid a minimum of four (4) hours at the applicable overtime rate, applicable allowances and fringe benefits. All call out work over four (4) hours shall be paid for actual time worked, but at no time will an employee be required to work more than five (5) hours without an opportunity to eat lunch (lunch period provision to apply - Article 9).

**ARTICLE 17
EQUAL EMPLOYMENT OPPORTUNITY**

17.1 The parties to this Agreement acknowledge and agree to comply with the requirements of Federal and State laws, Executive Orders and other rules and regulations governing civil rights to insure that there shall be no discrimination in employment against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.

17.2 The parties hereto recognize that the Employers compliance with project specifications is of paramount importance. It is mutually agreed, therefore, by the parties to this Agreement that provisions of this Agreement will be interpreted, applied and enforced in a manner that will serve to assure compliance with project specifications as they relate to recruiting, training, and hiring.

**ARTICLE 18
SAVINGS CLAUSE**

18.1 If any provision of this Agreement or the application of such provisions shall, in any court or government action, be held invalid, the remaining provisions and the application shall not be affected. And provided further, that the parties shall immediately proceed to negotiate a valid provision and Article 14 shall not apply to this Article.

18.2 The Employer and the Union may enter into Addendums covering work performed on Indian lands and under the control of Tribal Councils.

**ARTICLE 19
PUBLIC WORKS PROJECTS**

WASHINGTON AND IDAHO STATE

Public Works Projects - Davis Bacon Act & Related Statutes

19.1 In the event the Employer bids a public job or project being awarded by a Federal, State, County, City or other public entity which is to be performed at a pre-determined and/or prevailing wage rate established pursuant to the provisions of the Davis-Bacon Act (Public Law 74-403 (8/30/35) as amended 3/23/41 and 7/2/64 (40USC 276A as amended)) or established by the Industrial Commission of Washington pursuant to the provisions of Title 39 RCW (39.12) prevailing wages on public works - Washington State, Prevailing Wage on Public Works, the published hourly wage set forth in said public award in effect at the time of bid shall apply for the first twenty-four (24) months from initial notice to proceed for work covered under the Employer's contract with the owner. Upon written request, the Employer will provide a copy of the notice to proceed to the Local Unions having jurisdiction of the project. The fringe benefit contribution rates shall be those as established and maintained by the Master Agreement. Notwithstanding the above, the project agreements may be mutually agreed upon to allow use of the pre-determined wage for the duration of a project to exceed twenty-four (24) months.

19.2 In the event the specifications include an escalator provision covering wages, such amount will be included as an increase to wages to the extent that the Employer may recover in the escalator claim.

19.3 The Employer will, when requested in writing, supply accurate and reliable information on company stationery that will assist the Union in establishing the correct Davis-Bacon rates when responding to DOL requests for prevailing wage data.

INTERPRETATIONS:

1. When wage and fringe are printed as prevailing rate, then pay the published wage and the Master Agreement fringe.
2. When wage only is printed and is less than the agreement wage, then pay the published wage and the Master Agreement fringe.
3. When wage only is printed and is greater than the agreement wage, then subtract the Master Agreement fringe to get the wage. (Wages will not be decreased in order to maintain benefit.)

ARTICLE 20 SPECIAL CONDITIONS

20.1 Both parties recognize that there may be extenuating circumstances when it is to the mutual interest of both parties to modify the terms of this Agreement. In that event, it will not be a violation of this Agreement for the parties to meet and mutually agree to make such modifications to meet a specific need on a specific project.

20.1.2 In order to maximize the effect of this provision, all crafts will be requested to act uniformly. The general contractor shall request his/her subcontractors to comply with any modifications granted under this provision.

20.2 Whenever non-union contractors are present on a bid list or negotiating for a job, this Article may be implemented upon request. Where no union bidders are present on a bid list, the Union will request union contractors to bid that work whenever possible. This Article will be denied any non-signatory contractor or any double-breasted contractor. Any decisions concerning Special Conditions of this Agreement shall be final and binding on all parties.

ARTICLE 21 CRAFT SCHEDULES

21.1 The classifications for employees, wage rates, effective dates, health and security, pensions, training and other benefits funds, and other considerations of employment, shall be as provided in the separate schedules attached hereto and made a part of this Agreement.

21.2 An individual retirement plan, such as a 401K, 401A, or an annuity program, may be established by the Union, with the agreement of the Employer on an individual employee basis. Such a program shall be at no cost to the Employer. The plan participants will be responsible for all costs associated with the plan.

ARTICLE 22 EFFECTIVE DATE AND DURATION

22.1 This successive principle Agreement shall become effective as provided in this Article when signed by the Inland Northwest AGC and the Pacific Northwest Regional Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America and its affiliated Local Unions having jurisdiction in the territory designated in Article 5.

22.2 All workmen covered by this Agreement shall be classified and paid in accordance with the classifications and wage rates as set forth in the Schedules attached hereto, and hereby made a part of this Agreement, and no other classifications or wage rates shall be recognized unless this Agreement shall be modified as provided for in the Schedules of this Agreement.

22.3 This amended Agreement shall become effective upon all work June 1, 2006, and shall remain in full force and effect until May 31, 2009, and from year to year thereafter unless notice is given in writing by the Union or the Employer to the other party.

22.4 Except by mutual written agreement, termination of this Agreement or any annual contract effectuated through automatic renewal, must, to the exclusion of all other methods be perfected by given written "Notice of Termination" not later than ninety (90) days nor more than one hundred twenty (120) days prior to the expiration date, whereupon the contract shall, on its expiration date, terminate. Effective termination eliminates automatic renewal. The parties shall begin negotiations within thirty (30) days after receipt of any notice.

22.5 Any "Notice of Opening" or "Notice of Termination" given within ninety (90) days of any expiration date shall be absolutely null and void and completely ineffective for all purposes.

ARTICLE 23 SUBSTANCE ABUSE POLICY

23.1 Labor and Management are committed to providing employees with a drug-free and alcohol-free workplace. It is the goal to protect the health and safety of employees and to promote a productive workplace, and protect the reputation of Labor and Management and the employees.

Consistent with those goals, the Employer prohibits the use, manufacture, possession, distribution or sale, at its employment sites, of drugs, drug paraphernalia or alcohol. A program of urine testing, pursuant to the Substance Abuse Program, may be instituted, upon mutual consent of Labor and Management which consent shall not unreasonably be withheld, to monitor compliance with this policy.

The Substance Abuse Program is contained in a separate addendum to this Collective Bargaining Agreement.

Drug testing shall be handled through a third party administered "Clean Card" system, paid for in its entirety by management. Management and labor have named a sub-committee to develop the program.

AGREEMENT DATED
JUNE 1, 2006 THROUGH MAY 31, 2009

INLAND NORTHWEST AGC
(a chapter of the Associated
General Contractors of America, Inc.)



Larry Swartz, Chairman
Negotiating Committee


Wayne Brokaw, Executive Director

PACIFIC NORTHWEST REGIONAL
COUNCIL OF CARPENTERS

Doug Tweedy
Executive Secretary/Treasurer

Thomas J. Flynn, Regional Manager

SCHEDULE A-1

CARPENTERS

JOURNEYMAN CLASSIFICATIONS	6-1-2006	6-1-2007*	6-1-2008*
Carpenter - Spokane Area			
Insulation / Applicator	\$ 24.26	\$ 25.06	\$ 26.11
Carpenter - Columbia River Area			
Insulation / Applicator	\$ 24.93	\$ 25.73	\$ 26.78

JOURNEYMAN CARPENTER CLASSIFICATIONS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

1. Burner-Welder
2. Rigger and Signaler
3. Insulators (all types), Acoustical, Dry Wall and Metal Studs, Metal Panels and Partitions
4. Floor Layer, Sander, Finisher & Astro Turf
5. Layout Carpenter
6. Form Builder
7. Rough Framer
8. Outside or Inside Finisher; including doors, windows and jams
9. Sawfiler
10. Shingler (wood, composition) Solar, Fiberglass, Aluminum or Metal
11. Optical Instrument Specialist
12. Scaffold Erecting & Dismantling
13. Stationary Saw-off Bearer
14. Wire, Wood and Metal Lather Applicator

MILLWRIGHTS & MACHINE ERECTORS

JOURNEYMAN CLASSIFICATIONS

	6-1-2006	6-1-2007*	6-1-2008*
Millwright Machine Erector Spokane Area	\$ 25.51	\$ 26.56	\$ 28.11
Millwright Machine Erector Columbia River Area	\$ 26.18	\$ 27.23	\$ 28.78

JOURNEYMAN MILLWRIGHT & MACHINE ERECTOR CLASSIFICATIONS INCLUDE THE FOLLOWING:

- | | |
|-----------|------------------------|
| 1. Rigger | 4. Optical Instrument |
| 2. Welder | 5. Power Tool Operator |
| 3. Burner | |

*The increase on 6/1/07 & 6/1/08 shall be committed to wages except additional monies may be taken to Health & Welfare and/or Apprenticeship Training. Notification on the implementation of the fringe option must be made thirty (30) days prior to the scheduled increase.

PILEDRIVERS

Includes: Driving, pulling, cutting, placing collars, setting, welding, or creosote treated material on all piling
JOURNEYMAN CLASSIFICATIONS

	6-1-2006	6-1-2007*	6-1-2008*
Piledrivers			
Spokane Area	\$ 24.52	\$ 25.32	\$ 26.37
Piledrivers			
Columbia River Area	\$ 25.20	\$ 26.00	\$ 27.05
(Includes: Bridge, Dock & Wharf Carpenters)			
	6-1-2006	6-1-2007*	6-1-2008*
Piledrivers / Carpenters			
Spokane Area	\$ 24.26	\$ 25.06	\$ 26.11
Piledrivers / Carpenters			
Columbia River Area	\$ 24.93	\$ 25.73	\$ 26.78

FOREMAN/GENERAL FOREMAN IN ALL CLASSIFICATIONS:

FOREMAN shall receive one dollar seventy-five cents (\$1.75) per hour above the highest paid journeyman wage classification working under him.

GENERAL FOREMAN will be paid one dollar (\$1.00) per hour over foreman rate, if one is used at the option of the employer.

Should the classifications not provided for herein become involved, such classifications and the wage rates for same shall be negotiated by the Employer and the Union.

Any Carpenter, Millwright and Machine Erector, or Piledriver covered by this Agreement shall be supervised by a Foreman/General Foreman of their respective craft, when one is employed.

CARPENTER APPRENTICE RATES

First Period	- 3 Months	- 60%	Fifth Period	- 6 Months	- 80%
Second Period	- 3 Months	- 65%	Sixth Period	- 6 Months	- 85%
Third Period	- 6 Months	- 70%	Seventh Period	- 6 Months	- 90%
Fourth Period	- 6 Months	- 75%	Eighth Period	- 12 Months	- 95%

MILLWRIGHT & MACHINE ERECTOR APPRENTICE RATES

First Year	- 70% of Journeyman Rate
Second Year	- 75% of Journeyman Rate
Third Year	- 80% of Journeyman Rate
Fourth Year	- 85% of Journeyman Rate

PILEDRIVER APPRENTICE RATE

First Period	- 3 Months - 60%	Fifth Period	- 6 Months 80%
Second Period	- 3 Months - 65%	Sixth Period	- 6 Months 85%
Third Period	- 6 Months - 70%	Seventh Period	- 6 Months 90%
Fourth Period	- 6 Months - 75%	Eighth Period	- 12 Months 95%

*The increase on 6/1/07 & 6/1/08 shall be committed to wages except additional monies may be taken to Health & Welfare and/or Apprenticeship Training. Notification on the implementation of the fringe option must be made thirty (30) days prior to the scheduled increase.

FRINGE BENEFITS

	6-1-2006	6-1-2007*	6-1-2008*
Health & Security	\$ 4.80	\$ 4.80	\$ 4.80
Retirement	\$ 3.25	\$ 4.00	\$ 4.25
Apprenticeship & Training	\$.45	\$.45	\$.45
Total	\$ 8.50	\$ 9.25	\$ 9.50

*The increase on 6/1/07 & 6/1/08 shall be committed to wages except additional monies may be taken to Health & Welfare and/or Apprenticeship Training. Notification on the implementation of the fringe option must be made thirty (30) days prior to the scheduled increase.

Union Deductions	(3.85%)	(3.85%)	(3.85%)
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No Pension contributions will be paid for Carpenter apprentices during the 1st, 2nd and 3rd periods, Millwright apprentices during the first year and Piledriver apprentices during the 1st, 2nd, and 3rd periods.

(A) UNION DEDUCTIONS-DUES CHECK OFF:

In accordance with terms of an individual and voluntary written authorization for check-off of membership dues or deductions in form permitted by the provisions of Section 302(3) of the Labor Management Act, as amended, the employer agrees to deduct for working dues or deductions an amount from wages once each week, which has been authorized by the membership, as of June 1, 2006. The working dues or deductions which are deducted shall be paid monthly by the fifteenth (15th) day of the month following the month in which they are deducted.

Beginning June 1, 2006 the new rate for union dues deduction is 3.85% of the taxable hourly wage rate converted to a cents per hour, times all hours worked. Carpenters foremen, general foremen, or superintendents would be charged using the journeyman carpenter wage rate.

Example: A carpenter is paid \$24.26 per hour. $\$24.26 \times 3.85\% = \0.93 . $\$0.93 \times 40 \text{ hours} = \37.20 dues deduction for the week.
A 5th period apprentice carpenter is paid \$19.41 per hour. $\$19.41 \times 3.85\% = \0.75 . $\$0.75 \times 40 \text{ hours} = \30.00 dues deduction for the week.
A carpenter working 48 hours (eight hours overtime) would be charged $\$0.93 \times 48 \text{ hours} = \44.64 dues deduction for the week.
A carpenter foreman is paid \$26.01. Journeyman rate is \$24.26. $\$24.26 \times 3.85\% = \0.93 . $\$0.93 \times 40 \text{ hours} = \37.20 dues deduction for the week.

Note: The authorization for withholding these dues or deductions is to be faxed or sent directly from the Union to the Employer's designated office.

DISPATCH POINTS & ZONE CENTERS:

Carpenters locals dispatch jurisdiction shall be as listed below. Each jurisdiction controls the area of the Local as outlined on the map. Dispatch and allowances (where applicable) will be computed from the dispatch point or the established post office residence of the employee.

Carpenters Locals No. 2205 - Wenatchee, and No. 770 - Yakima / Ellensburg in their territory east of the 120th Meridian, observe all terms and conditions of the Western Washington Carpenters Agreement. (See Article 5).

DISPATCH & ZONE PAY ALLOWANCE ALL TRADES

It is agreed and understood that while traveling to and from work the employees are not within the course and scope of their employment, and the relationship of the Employer-employee does not commence until the applicable hourly wage rate applies, or as mandated by law.

- 1) Employees who qualify for allowances shall be paid for days worked or part thereof and shall be

paid full allowances. Likewise, employees who qualify for show up time shall also qualify for full allowances.

When employees leave the job because of premeditated personal reasons prior to lunch period, allowances shall be prorated.

2) Zones shall be as established on the master map with copies available for all locals.

3) Within sixty (60) miles from the proper dispatch point, the Employer will not be required to pay zone pay as outlined if the Employer provides adequate, covered and safe transportation daily and round trip for the employee. If the Employer provides transportation, the employee shall be considered to be under the direction of the Employer within the scope of his employment and the employee shall be considered to be under the coverage of the State Industrial Insurance laws of Washington and Idaho.

4) Should an employee through no fault of his own and at the request of the employer make more than one (1) trip to the job within a twenty-four (24) hour period, the employee will be reimbursed for applicable allowances on the basis of total trips made to the job.

ZONE PAY ALLOWANCE ALL TRADES

Zone 1	0 - 40 Miles	FREE
Zone 2	41 - 65 Miles	\$2.25/per hour
Zone 3	66 - 100 Miles	\$3.25/per hour
Zone 4	100 Miles & over	\$4.75/per hour

DISPATCH POINTS

CARPENTERS LOCAL 1849 - PASCO / MILLWRIGHTS LOCAL 1699 - PASCO

PASCO (2819 W. Sylvester) or the Main Post Office of established residence of employee for the area of the Agreement - (509) 545-9339 / (509) 547-7739

CARPENTERS LOCAL 98 - SPOKANE

SPOKANE (127 E. Augusta Ave., Ste. 101) or the Main Post Office of established residence of employee for the area of the Agreement - (509) 326-0900

PILEDRIIVER LOCAL 2382 - SPOKANE

SPOKANE (127 E. Augusta Ave., Ste. 103) or the Main Post Office of established residence of employee for the area of the Agreement - (509) 326-0880

CARPENTERS LOCAL 2205 - WENATCHEE

WENATCHEE (27 N. Chelan) or the Main Post office of established residence of employee for the area of the Agreement - (509) 662-7653

CARPENTERS LOCAL 1691 - COEUR D' ALENE

COEUR D' ALENE (1839 N. Government Way, Ste. 102) or the Main Post Office of established residence of employee for the area of the Agreement - (208) 765-4575

CARPENTERS LOCAL 313 - MOSCOW

MOSCOW (302 N. Jackson) or the Main Post Office of established residence of employee for the area of the Agreement - (208) 882-2508

SCHEDULE A-II

TRUSTEE QUALIFICATION CRITERIA

In order to qualify as a Management Trustee on any Board of Trustees herein after designated, a Management Trustee must be a signatory Employer, or full time non-bargaining unit employee of the signatory contractor, or a regular officer of the Employer, who contributes to the respective Trust fund, or a full-time staff person of a signatory Employer Association.

TRUSTS

SECTION 1. HEALTH & SECURITY PROVISION. In addition to the wage rates listed in the Schedules attached hereto, the Employers shall pay into a Health and Security Trust Fund known as the "Washington-Idaho Carpenters-Employers Health and Security Trust Fund," or any successor or merged Trust, effective **June 1, 2006, four dollars and eighty cents (\$4.80)** per compensable hour worked for all employees covered by this Agreement dated June 1, 2006. Payments shall be made monthly on or before the 15th of the month following that for which contributions are being made and shall be deposited in a delegated bank or banks in accordance with the negotiated Trust Agreement dated August 15, 1957, between the signatory Employers and the Washington State Council of Carpenters, District Councils and signatory Local Unions of the United Brotherhood of Carpenters and Joiners of America and the individual members thereof. The signatory Employers agree to abide by all the terms and conditions of the Trust Agreement and any amendments heretofore or hereafter adopted. The Trust Agreement, as amended, is incorporated by reference and made a part of this Agreement. The monies collected shall be used to provide benefits for employees and their dependents as outlined under Section 302 C5 of the National Labor Relations Act as amended. At the sole discretion of the Board of Trustees of the Washington-Idaho Carpenters-Employers Health and Security Trust, monies collected may or may not also be used to provide benefits for retirees and/or their dependents eligible for and receiving benefits under the Washington-Idaho-Montana Carpenters-Employers Retire Trust. If the Board of Trustees elects to provide benefits for retirees and their families, such benefits may be terminated or revoked at any time by the Board of Trustees at their sole discretion.

SECTION 2. RETIREMENT PROVISION. In addition to the wage rates listed in the Schedules attached hereto, the Employers shall pay into a Retirement Fund known as the "Washington-Idaho-Montana Carpenters-Employers Retirement Fund," effective **June 1, 2006, three dollars and twenty-five cents (\$3.25)** per compensable hour worked for all employees covered by this Agreement dated June 1, 2006. Such payments shall be made monthly on or before the 15th of the month following that for which contributions are being made and shall be deposited in a delegated bank or banks in accordance with the negotiated Trust Agreement dated July 20, 1965, between the Inland Northwest Chapter of the Associated General Contractors of America and the Washington State Council of Carpenters, District Councils and signatory Local Unions of the United Brotherhood of Carpenters and Joiners of America and the individual members thereof. The signatory Employers agree to abide by all the terms and conditions of the Trust Agreement and any amendments heretofore or hereafter adopted. The Trust Agreement, as amended, is incorporated by reference and made a part of this Agreement.

SECTION 3. APPRENTICESHIP & TRAINING PROVISION. In addition to the wage rates listed in the Schedules attached hereto, the Employers shall pay into an Apprenticeship and Training Fund known as the "Washington-Idaho Carpenters-Employers Journeyman and Apprenticeship Training Trust Fund," effective **June 1, 2006, forty-five cents (\$.45)** per compensatable hour worked for all employees covered by this amended agreement dated June 1, 2006. Such payments shall be made monthly on or before the 15th of the month following that for which contributions are being made and shall be deposited in a delegated bank or banks in accordance with the negotiated Trust Agreement dated January 9, 1965, between the Inland Northwest Chapter of the Associated General Contractors and the Washington State Council of Carpenters, District Councils and signatory Local Unions of the United Brotherhood of Carpenters and Joiners of America and the individual members thereof. The signatory Employers agree to abide by all the terms and conditions of the Trust Agreement and any amendments heretofore or hereafter adopted. The Trust Agreement, as amended, is incorporated by reference and made a part of this Agreement. **NOTE: Six cents (\$.06) committed to Carpenter's International Training Fund, remitted monthly to the Pacific Northwest Regional Council of Carpenters.**

SECTION 4. In order to eliminate onerous book and record keeping burdens on all parties, Employers will make contributions to each of the funds by means of one check and one report to include all funds. Pro rata

costs of the report forms will be paid by the funds equally. The Fund Administrator and the depository bank working jointly will distribute the contributions as outlined in the report and this schedule.

SECTION 5. In the event an Employer fails to make the required monetary contributions in conformity with Sections 1, 2, and 3 of this Article, the Union may take any economic action necessary to insure the proper collection of these contributions.

SECTION 6. FAILURE TO PAY CONTRIBUTIONS. Severe penalties for delinquencies are provided in the Trust Agreements.

SCHEDULE "B" **CARPENTERS HIRING HALL PROCEDURE**

SECTION 1. (A) In compliance with Section 8 (f), subsections 3 and 4 of the National Labor Relations Act as amended in 1959, the Union agrees to maintain hiring halls at each Local Union office. At each hiring hall, lists shall be maintained of qualified workmen without regard to membership or non-membership in the Union. From the lists, the Employer will give the hiring hall dispatcher the first opportunity to refer qualified applicants for employment to the Employer. Applicants will be listed according to minimum training or experience qualifications for employment and will be given priorities in opportunities for employment based upon length of service with such Employer in the industry or in the particular geographical area.

(B) Applicants for employment shall register at the hiring hall during customary office hours. Office hours, hiring hall procedures and rules will be plainly posted at all times. All applicants shall be registered in order of time and date of registration and classified according to type of work in lists as follows:

The term "Carpenter" covers all classifications in the Master Agreement

=OUT OF WORK LIST REQUIREMENTS=

SECTION 2. (A) All applicants and registered apprentices shall sign the respective out-of-work list of any Local Union in Eastern Washington and Northern Idaho.

(B) Dispatches will be given to *Qualified Carpenters and State approved registered apprentices on the out-of-work list in numerical order except when called by name or called on an open call basis for a specific skill, i.e., millwright, welder, sheetrock applicator, or to fulfill minority or female requirements. In those cases, the first person on the list who meets the requested criteria and is available will be dispatched.

(C) EMPLOYMENT OF OLDER WORKERS. Labor and Management agree to enhance work opportunities for workers over fifty (50) years of age, and agree to operate in a non-discriminatory manner in hiring and termination on job sites covered by this Agreement.

SECTION 3. (A) Whenever the Employer requires carpenters covered by this Agreement on any job, the Employer shall give preference in hiring to applicants from the Local Union having jurisdiction who are qualified to perform the work. The Employer will notify the local union office having jurisdiction either by telephone or in writing stating the job location and number of carpenters required. the Union shall refer carpenters to the Employer by name with a dispatch slip at the request of the Employer or his agent.

(B) All requests by name will be in writing from the Employer.

(C) When an employee is referred to the job by the Union, such referral shall be on a non-discriminatory basis, not affected by membership or non-membership, past or present union activities, or age, sex, race, creed, color or national origin.

(D) It is further agreed that all union carpenters employed by the Employer shall maintain their membership with current month's dues and/or assessments paid in their Local Union or Regional Council.

(E) Failure of any employee to pay or tender normal initiation fees or dues as required by this Agreement shall upon the request of the Union in writing, result in the termination of such employee.

SCHEDULE "C"

CARPENTERS WORK RULES

1. TOOLS (Employees):

All employees must have their tools sharp and in good condition before going on any job. Sharpening of tools shall be the responsibility of the Employer. Employees shall be allowed time to file saws and sharpen tools, or Saw Filer must be employed on the job, or they may be taken to Union shop for sharpening at the Employer's expense. Tools sharpened will be returned at time of layoff or suitable arrangement will be made for their return.

2. TOOLS (Employers):

(a) The Employer shall, at the start of a job, furnish suitable place for keeping employees' tool kits and same to be provided with suitable lock for protection during non-working hours. The Employer will maintain insurance to protect employees against loss of tools by fire, flood, robbery from forced entry, or by damage from any Employer equipment and work clothing lost by fire, flood and forced entry. Employers will require a list of tools and work clothing so stored. Employees will fill out a tool list and will inform the Employer of additional tools as they are added or subtracted from the list, or the Employer will not be obligated to replace them should a loss occur. Replacement for clothing will be understood to mean work clothing and rain gear only. Tools and clothing outlined will be replaced with comparable tools and clothing only.

(b) The Employer shall, at the start of a job, furnish warm, dry, suitable change rooms of ample size equipped with heat for drying clothes and with benches and tables for use during lunch periods. Same to be situated close to the site of the work.

(c) No Employer shall require and no employee shall furnish on any job, transit, mortising equipment, optical instruments, boring machine, power saw, power jointer, ladder, trestle, bench, miter box, bit over one inch (1") except expansion bit or wrench over the size of a 12" crescent, welding or burning protective equipment, or similar equipment. The above equipment must be furnished by the Employer.

3. TRANSPORTATION:

All transportation or drayage furnished by the Employer shall afford the maximum protection against the exposure to the elements and the cost of such transportation shall be borne by the Employer. No transportation will be furnished on the job during working hours by the employee.

4. FOREMAN / GENERAL FOREMAN:

The Employer shall be the sole judge of the need for the number of and the responsibilities of supervisory personnel, and the Union shall in no way interfere with the performance of the Foreman/General Foreman in carrying out his responsibilities as directed by the Employer. There will be no restrictions in crafts to be supervised by the Foreman/General Foreman. Transportation will be provided to Foreman at the option of the Employer.

APPRENTICESHIP & TRAINING

SECTION 1. Recognizing the need for an adequate supply of qualified carpenters, the contractor and the Union mutually agree to actively promote, and participate in, joint apprenticeship and retraining programs designed to meet this need.

SECTION 2. Such programs which exist or are developed to achieve this end and are supported in whole or in part from funds derived from this Agreement shall:

(A) Be jointly administered by equal representation of Management, as appointed by the contractor, and labor as appointed by the Union.

(B) Comply with all applicable State and Federal regulations governing same.

(C) Issue certification of achievement to each person satisfactorily completing the programs' uniform standards as established by parties to this Agreement.

(D) Predicate an applicant's entrance of advancement in the program solely upon results of placement examinations designed to reflect the minimum level of ability necessary to satisfactorily perform the requirements of any given level.

The apprentice will be removed from the job for just cause by his Employer upon receipt of request from appropriate apprenticeship and/or training committee. Also for non-payment of dues or initiation fees.

(E) A separate out-of-work list for apprentices shall be maintained at each hiring hall. The method of selection and dispatching of apprentices shall be determined by each local J.A.T.C. and shall become part of this Agreement.

(F) The employment of apprentices shall be in accordance with the following ratios:

(1) Each Employer may employ one apprentice for each of the first five (5) carpenters in his employ, but he must employ one (1) apprentice when he has five (5) or more journeymen in his employ.

(2) In addition to number one, each Employer shall employ one (1) additional apprentice for each five (5) journeymen.

(3) The above mandatory requirement for employment of apprentices are subject to the availability of these employees.

(G) Provide wages in accordance with herein attached Schedules "A" for the following defined classification:

APPRENTICE: One who is actively enrolled in a State or Federal approved joint apprenticeship program designed to provide on-the-job and related classroom training sufficient to permit a person to meet the minimum uniform standards of a qualified journeyman carpenter.

(H) When an apprentice is be laid off or discharged for cause, the Union will be given forty-eight (48) hours prior notice.

(I) All apprentices shall be required to attend related training classes as per the J.A.T.C. schedule. carpenter and piledriver apprentices shall take time off the job without pay for one (1) week, approximately once every three months. The apprentice will be notified in advance of the scheduled dates and should notify the job supervisor of the scheduled days for training.

(J) It is agreed that all the contractors will continue to maintain and support apprenticeship training on a single craft basis.

CLARIFYING ATTACHMENT
CARPENTER AND PILEDRIVER

May 13, 1955

I am herewith submitting the findings of the General Executive Board on the controversy between carpenters and piledrivers classifications in the west coast area.

Further revised and clarified by the General Executive Board, December 12, 1967.

The work jurisdiction of our carpenters and piledriving branches of our Brotherhood on the West Coast shall be as follows:

- (1) In the construction of water front and marine facilities, such as docks, piers, wharves, bulkheads, jetties and similar structures, the piledriver classification shall continue to apply, up to and including the decking thereof.
- (2) On all piledriving and caisson work, on both land and water, the piledriver classification shall apply.
- (3) In the construction of heavy timber, wooden bridges, whether over land or over water, the Piledriver classification shall apply.
- (4) In the construction of concrete or steel bridges over land, highways, railroads, overpasses, cloverleaves, interchanges, or bridges over man-made canals, aqueducts, spillways and man-made water retaining areas, the piledriver classification shall apply to the driving of the piles, caissons and "drilled-in place" piling. The fabrication and erection of the forms for the capping of piles, caissons, or "drilled-in-place" piling shall come under the piledriver classification. This shall include the placing of wooden or steel capping or any substitute thereof. Any other form work above the cap, pertaining to the construction operation; herein noted above shall be performed under the carpenters classification. This shall also include bridges over man-made canals, aqueducts, spillways and man-made water retaining areas, if constructed prior to water being released or turned into the area.
- (5) In the construction of concrete or steel bridges over water, in fabrication and erection of the form work for the pier or piers in the water area, and the pier abutment, on land, nearest to the water's edge, shall be under the piledriver classification. This shall include the fabrication and erection of the form work to the top of the pier, column and abutment supporting the steel and/or any other superstructure.

The fabrication and erection of forms for the piers, columns or abutments for the approaches to the first pier or abutment on water's edge, shall be under the carpenters classification. This shall apply also on a bridge over an area where the flow of water has been temporarily diverted.

BUILDING FOUNDATIONS

All form work required on building foundations shall be under the carpenters classification, irrespective of the use of piles or caissons.

CAPPING OF PILES OR FORM WORK ON TANK FOUNDATIONS

The capping of piles and form work in connection therewith, when there is not other carpenter form work involved above the capping or floor base of tank, shall be under the piledriver classification. Where further Carpenter work is required above the capping or tank base, then the carpenter classification shall apply on entire operation including the forms for pile capping and/or tank base.

BASE FOUNDATIONS FOR MACHINERY, EQUIPMENT AND STANCHIONS

The fabrication and erection of all forms for machinery, bases, equipment or stanchions shall be under the carpenters classification, irrespective of the use for piles or caissons.

THE ERECTION OF FALSEWORK, INCLUDING METAL TUBULAR (or "Tinker Toy") MATERIAL USED AS FALSEWORK

The erection of falsework necessary for the support of work under the piledriver classification comes under their classification. Falsework necessary for the support of the work under the carpenters classification shall be governed by their classification except on a project where piledriving power equipment is used.

The rigging, signaling, tagging and other incidental work shall be under the classification for whom the work is designed by this paragraph.

In the construction of open cut sewer, the piledriver classification shall apply on all piling including wood, steel or concrete sheet piling, all bracing timber and form work incidental to the construction thereof.

In concluding this report the General Executive Board believes that these revisions and clarifications herein outlined will tend to solve much of the misunderstanding that has existed between the two classifications of our membership on the West Coast. All of the above shall be effective only in the West Coast area where the controversy occurred.

Fraternally yours,
s/M. A. Hutcheson

General President

LETTER OF UNDERSTANDING
Between
INLAND NORTHWEST AGC (a chapter of the
Associated General Contractors of America, Inc.)
and
PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS
Spokane, Washington

June 1, 2006 to May 31, 2009

This Letter of Understanding shall cover all projects involving the construction, alteration, or repair of buildings, for northern Idaho, including the counties of: Boundary, Bonner, Kootenai, Benewah, Shoshone, Latah, Clearwater, Lewis, Nez Perce, and the northern portion of Idaho Co. north of the time line.

Wages:

Journeyman scale:	6-1-2006	6-1-2007	6-1-2008
	\$ 20.75	\$ 21.55	\$ 22.60

The Fringe package will be the same as set forth in the Master Agreement.

No Employer may utilize this Letter of Understanding unless they are signatory to the Master Labor Agreement in its entirety.

This Letter of Understanding does not include any work historically performed by Millwrights or Piledrivers, or any Union-funded Projects, Heavy and Highway, or Industrial Sites.

This letter of understanding shall terminate as of May 31, 2009.

INLAND NORTHWEST AGC (a chapter of the
Associated General Contractors of America, Inc.)


Wayne Brokaw, Executive Director


Larry Swartz, Chairman
Negotiating Committee

PACIFIC NORTHWEST REGIONAL
COUNCIL OF CARPENTERS

Doug Tweedy, Exec. Secretary-Treasurer

Thomas J. Flynn, Regional Manager

SCHEDULE A-III

DIVING AGREEMENT

(Addendum to the Master Agreement)

All provisions of the body of the Agreement and Schedule A, with the exception of the wage schedule and apprentice schedule will be applicable to the Divers Schedule.

ARTICLE I

AREA OF JURISDICTION

This Agreement shall cover the work more specifically defined herein as within diving classification and located within the area of Eastern Washington and Northern Idaho, which term is intended to mean that portion of Washington State which is East of the 120th meridian and the portion of Idaho that is North of Grangeville.

It is understood further that by the above listing the jurisdiction of the Union over diving work is not thereby limited to that area. On the contrary, the Union claims jurisdiction over diving of certain areas beyond that covered by this contract, i.e., the portion of Idaho that is South of Grangeville and the entire States of Montana and Wyoming, and/or one half the distance to the nearest Pile Drivers local.

ARTICLE II

COVERAGE

The work covered by this Agreement and this Appendix shall include all work under the jurisdiction of the Union and the United Brotherhood of Carpenters and Joiners of America and shall include, but not be limited to, such work as described as follows: commercial diving in all its branches and phases, such as the salvage of all ships, vessels and barges, etc., the underwater repair, removing, dismantling demolition, burning and welding in all marine salvage operations; all underwater construction and reconstruction, and the salvage and removing of all underwater structures; underwater inspections and repair of hulls, docks, bridges and dams, underwater pipelines, sewage and water systems, underwater suction and discharge lines such as those used at chemical plants, pulp mills and desalinization plants; inspecting, surveying, removing rescuing and recovering of all objects below water surface; all underwater well completion; all underwater work on pipelines and hookups including petroleum, gas, water and sewage systems; the laying of underwater power and/or communications cables where diving is necessary; all offshore marine mining and dredging operations using Divers in any phase of their work seeking minerals and/or precious metals, etc.; all petroleum, fisheries research and experimental work where the use of Divers are necessary; all underwater demolition and blasting work requiring the use of Divers; the term underwater structures shall include beached or sunken vessels and other marine equipment.

ARTICLE III

DEFINITIONS

1. **DPIC:**
Designated person in charge (per OSHA Regulations).
2. **DIVE CREW/TEAM:**
A minimum crew/team size will be one (1) Diver, one (1) Tender and one (1) Standby Diver. Crew sizes can be increased to meet productivity and safety requirements by contractor.
3. **DIVE SUPERVISOR:**
Dive Supervisor will be added to dive crew/team to meet job requirements when necessary for dive operations with multiple divers or deep gas diving operations are being performed. A Dive Supervisor is in charge and responsible for all aspects of the diving operation, supervising all personnel in the dive crew/team. The Dive Supervisor will always be the DPIC.

DIVE MASTER:
As required by an Agency.
4. **DIVER:**
A Diver is a person who wears a type of diving gear which directly supplies him compressed air or other gases for breathing purposes and who personally enters and descends below the surface of the water, or any liquid medium, to work at the ambient pressures encountered therein. For the purposes of this Agreement, a person working in a submerged one atmosphere bell/vehicle is considered a Diver.
5. **STANDBY DIVER:**
A Standby Diver is a person required to be on duty for any day or part thereof, but who has not been required to descend below the surface of the water or any liquid medium or be put under pressure in a chamber. A Standby Diver is also a person, dressed in at the dive location, immediately available to assist a Diver in the water for safety purposes.
6. **TENDER:**
A Tender is a person who, from above the surface of the water or liquid medium, aids and assists the Diver by coordinating topside activity; aids in dressing and undressing the Diver; maintains communications with the Diver; and generally maintains the diving equipment on the job site.
7. **ASSISTANT TENDER:**
An Assistant Tender is an extra Tender available to assist the Diver's regular Tender by handling tools, equipment and diver's hose.
8. **MANIFOLD OPERATOR:**
A technician qualified to operate a manifold and/or mixer of helium, oxygen or other gases for the purposes of providing the proper mixture of these breathing gases to the Diver or Divers. A Manifold Operator is not required for pre-mixed Nitrox, not mixed at the jobsite.
9. **FSW:**
Feet of Sea Water or equivalent static pressure head.

ARTICLE IV

PAY SCALES

Any classification of Dive, crew or team shall receive a minimum of eight (8) hour's pay at the appropriate pay rate for any day or part thereof worked.

A. Dive Supervisor:

A Dive Supervisor shall receive the same pay as a Diver diving plus \$1.50 per hour.

SPOKANE \$58.04

COLUMBIA VALLEY \$59.40

B. Dive Master:

A Dive Master shall receive 60% of the Diver Diving scale plus \$1.50 per hour. Dive Master does not include depth or enclosure premiums.

SPOKANE \$35.42

COLUMBIA VALLEY \$36.24

C. Diver's Regular Hourly Rate:

The Diver including a Stand-By Diver who is not required to dive shall receive the pay of Pile Driver Foreman hourly rate plus two dollars (\$2) per hour.

SPOKANE \$28.27

COLUMBIA VALLEY \$28.95

D. Diver Diving:

The premium a Diver is paid for actually descending below the water surfaces. This amount shall be 2x (double) the Divers regular hourly rate. This premium is used in calculating overtime pay.

SPOKANE \$56.54

COLUMBIA VALLEY \$57.90

E. Tender:

1. A Tender shall receive the rate of the classification of the Pile Driver Foreman plus one dollar (\$1) per hour when he is required to be on duty regardless of whether any diving is actually performed or not. **SPOKANE \$27.27** **COLUMBIA VALLEY \$27.95**

2. The Tender shall receive a premium equivalent to two (2) hours at the straight-time pay rate per shift for dressing and/or undressing a Diver when work is done under hyperbaric conditions.

F. Assistant Tender:

The Assistant Tender shall receive the rate of the classification of Pile Driver plus one dollar (\$1) per hour.

SPOKANE \$25.52

COLUMBIA VALLEY \$26.20

G. Manifold Operator:

1. For days on which mixed gas diving is not conducted, a Manifold Operator shall receive Pile Driver Foreman's scale plus one dollar (\$1) per hour.

SPOKANE \$27.27

COLUMBIA VALLEY \$27.95

2. For days on which mixed gas diving is conducted, a Manifold Operator shall receive Pile Driver Foreman's scale, plus five dollars (\$5.00) per hour.

SPOKANE \$31.27

COLUMBIA VALLEY \$31.95

H. Bell/Vehicle or Submersible Operator Not Under Pressure, etc.:

One atmosphere bell specifically designed for construction work (including Jim Suits, etc.) and self-propelled manned submersible operators shall be paid the Diver's regular hourly rate plus premiums.

I. ROV Operator:

Wage scale same as a Pile Driver Foreman plus one dollar (\$1) per hour.

SPOKANE \$27.27

COLUMBIA VALLEY \$27.95

J. ROV Tender/Technician:

Wage scale same as a Pile Driver plus one dollar (\$1) per hour.

SPOKANE \$25.52

COLUMBIA VALLEY \$26.20

K. Premiums:

1. Depth Premiums:

A Diver who is required to descend from the surface shall receive double (2 x) the diver's regular hourly rate, for depths up to and including 50 feet. When it is necessary for a Diver to descend below the surface of the water to depths in excess of 50 feet, a premium according to the following schedule shall be paid, in addition to the diving regular hourly rate as determined above:

<u>DEPTH BELOW WATER SURFACE (FFW)</u>	<u>AMOUNT OF PREMIUM PER FOOT</u>
50 ft. to 100 ft.	\$2.00
101 ft. to 150 ft.	\$3.00
151 ft. to 220 ft.	\$4.00
221 ft. and deeper	\$5.00

2. The actual depth in FSW shall be used in determining depth premium.

3. Diving in Enclosures Premium Rates:

a. Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, a premium according to the following schedule shall be paid, in addition to the Diving hourly rate and any applicable depth pay.

<u>DISTANCE TRAVELED FROM ENTRANCE</u>	<u>AMOUNT OF PREMIUM PER SHIFT</u>
0 ft. to 25 ft.	N/C
25 ft. to 300 ft.	\$1.00 per ft.

b. When it is necessary for a diver to enter any pipe or tunnel or other enclosure over 300 feet from entrance or less than 48" in height, the premium will be by mutual agreement, between the diver and the Contractor, but never less than \$1.00 per foot.

c. Premiums shall be paid under (a) or (b) above, but shall not be paid under both. These are daily/shift premiums and shall be determined from point of entry.

L. Depth and enclosure premiums are at the straight time rate in addition to the base or overtime rate and are not to be used in calculating overtime pay.

M. MISCELLANEOUS

a. This Agreement does not include any gear or special equipment rentals.

b. In all cases where a diver is working, the employer shall furnish all underwater tools of the trade necessary to perform such underwater work except small tools, as wrenches, hammers, etc. There shall be no exception to this rule. Diving ladder or diving stage, in accordance with applicable safety codes, will be available at all times when diver is in the water.

c. Employees may be required to perform any combination of work within the Diving team/crew, (with the exception of dive Supervisor) provided they are paid at the highest rate at which he/she has worked for the shift.

d. BIDDING ON JOBS:

It is agreed that there shall be no contract diving unless the contractor Diver meets all conditions, purposes, and intents of this Addendum and the Master Agreement.

e. The minimum cost of required hat certifications shall be paid by the employer for employees with at least 750 hours worked for that employer over the past calendar year. During the certification process, any repair beyond the minimum cost shall be paid by the diver.

ARTICLE V

WORKING RULES, STARTING TIMES, SHIFTS AND OVERTIME

Unless specifically specified to the contrary in this Addendum, all terms and conditions of the Carpenters Master Agreement shall apply Divers, Tenders and Assistant Tenders and be incorporated in this Addendum.

ARTICLE VI

SAFETY & HEALTH WORKING RULES

The Union and the Contractors recognize that the work in which they engage is both highly specialized and extremely technical in nature and that unless continuous and effective safety practices are employed, the possibility of accidents of extreme gravity to life, limb and property will always be present.

Safety shall have the highest priorities in this Agreement.

- A. All Federal and State Safety Rules, Regulations, Orders and Decisions shall be binding upon the individual contractor and shall be applied to all work covered by this Agreement. No worker shall be required to work under unsafe conditions. The individual contractor shall be solely responsible for implementation and maintenance of such Safety Laws, Rules, Regulations, Standards, Orders and Decisions. Neither the Union nor any Local Unions or Regional Councils are responsible for such implementation or maintenance.

A copy of the appropriate Rules and Regulations must be on the job site and be available to all members of the dive team.

- B. When a Diver is performing diving work under the terms and conditions of this Agreement, he shall be tended by a Tender who is satisfactory to the Diver concerned.

ARTICLE X

DIVING CREW STEWARD

Diving Crew Steward will be appointed on each job by the Union. All provisions of the Master Labor Agreement pertaining to Job Stewards shall apply.

ARTICLE XI

HIRING

1. All dispatches and job clearances for the members of diving crews will be dispatched through the Pile Drivers Local Union No. 2382. To avoid duplication of order and to affect an orderly hiring procedure, the Diving Contractor agrees that when calling the Union for personnel to designate a responsible representative, which the Union will recognize as the Agent of the diving Contractor with the authority to hire. The Union shall maintain an exclusive nondiscriminatory hiring hall to fill requisitions for personnel on the diving crew. The Diving Contractor agrees to give preference to Local area personnel.
2. Divers can report directly to the job site after first notifying the hiring hall. All pertinent information such as name, social security number and their local union number and location will be given to the Union prior to work or not later than 24 hours. The Contractor shall be the sole judge of the qualifications of the diving crew.

ARTICLE XII

GRIEVANCE PROCEDURES

Procedure for settlement of Grievance and disputes shall be conducted in the manner provided for in the Carpenters Master Labor Agreement.

ARTICLE XIII

GEOGRAPHIC & MARKET CONDITIONS

The parties of this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with the recognition, notwithstanding any other provision of this agreement, the parties to the Agreement hereby establish a Committee composed of two (2) representatives appointed by the Carpenters Union and two (2) representatives appointed by the Inland Northwest AGC. The committee will review requests for changes in the terms and conditions of the Labor Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by this Agreement. The Committee is authorized to approve such changes as it deems to be in the best interest of the parties to the Agreement. The parties to this Agreement will work together to preserve work opportunities for the Employers and Employees covered by this Agreement.

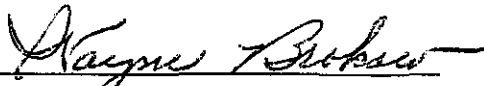
The Committee shall meet at least once per quarter and identify and discuss areas of concern to the parties involving issues including, but not limited to non-signatory Employers, private work recovery, new technology, prevailing wages, etc. All signatory contractors shall be notified of any modifications, changes, etc.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year here in above first written.

FOR THE CONTRACTORS:

INLAND NORTHWEST CHAPTER of the ASSOCIATED GENERAL CONTRACTORS

BY:

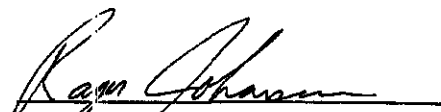

Wayne Brokaw, Executive Director

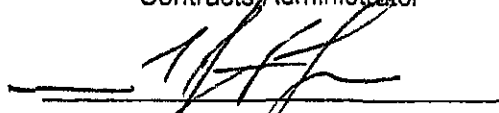
FOR THE UNION:

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

BY:

 11/2/06
Edward Triesenberg,
Contracts Administrator


Roger Johanson,
Business Representative


Tom Flynn, Regional Manager

Letter of Understanding for Divers only

In addition to Schedule A-3 of the Inland Northwest AGC and The Pacific Northwest Regional Council of Carpenters Master Agreement. 6/1/06 to 5/31/09 the following shall apply to private works projects only.

- 1) The rate to be computed using the formula of 2.45 times the Piledriver hourly base wage scale. All future rates subject to the master agreement.
- 2) In the event the Diver is ordered to the job and begins the dive, he shall be paid a minimum of four (4) hours at the above applicable rate. If he works more than four (4) hours, but less than eight (8), he shall be paid for eight (8) hours.

- 3) Base pay for Divers in water not to exceed fifty (50) feet shall be:

Effective Date	Hour	4 Hours	8 Hours
6-1-06 – Spokane Area	60.07	240.28	480.56
6-1-06 – CRV	61.74	246.96	493.92

- 4) When Divers are working in water at depths of 50 feet or over and are required to work the optimum time under water or have to decompress on the way up, one (1) dive per shift shall constitute an eight (8) hour shift. If an emergency condition exists after a Diver has completed his shift on the bottom at the optimum time and he is required to make another dive and exposes himself beyond the optimum limits within a twenty-four (24) hour period, it shall be considered another shift and he shall be paid for this time at the regular overtime rate. Depth money shall be paid for at the regular depth money rate.

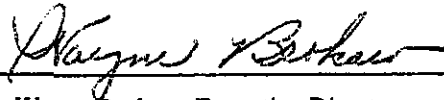
- 5) This Letter of Understanding shall terminate on 5/31/09

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Understanding to be executed by their duly authorized representatives the day and year here in above first written.

FOR THE CONTRACTORS:

INLAND NORTHWEST CHAPTER of
THE ASSOCIATED GENERAL CONTRACTORS

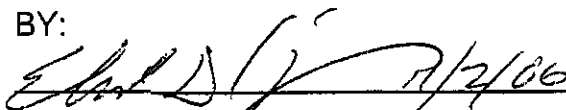
BY:



Wayne Brokaw, Executive Director

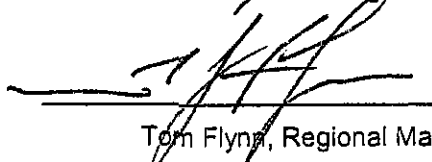
FOR THE UNION:

PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

BY:

 7/2/06
Edward Trezenberg, Contracts Administrator


Roger Johanson, Business Representative


Tom Flynn, Regional Manager

**INLAND NORTHWEST
ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.
AND
OPERATIVE PLASTERERS & CEMENT MASONS
INTERNATIONAL ASSOCIATION
LOCAL NOS. 72 & 478
CONSTRUCTION AGREEMENT**

JUNE 1, 2006 TO MAY 31, 2009

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**INLAND NORTHWEST
ASSOCIATED GENERAL CONTRACTORS OF
AMERICA, INC.
AND
OPERATIVE PLASTERERS & CEMENT MASONS
INTERNATIONAL ASSOCIATION
LOCAL NOS. 72 & 478**

JUNE 1, 2006 TO MAY 31, 2009

PREAMBLE

P.1 This Agreement is a successive principle agreement to the Eastern Washington-Northern Idaho OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION 1994-1997 Industry Agreement, and all other prior agreements thereto by and between the **INTERNATIONAL PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION, LOCAL NOS. 72 and 478**, and the **INLAND NORTHWEST ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.**

P.2 For purposes of this Agreement, the A. G. C. is acting as a multi-employer bargaining agent for and on behalf of the Employers who have requested the AGC to act as their bargaining agent.

P.3 This is a collective bargaining agreement between members of the **INLAND NORTHWEST AGC, INC.** (referred to as the "Employer"), and the **INTERNATIONAL PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION, LOCAL NOS. 72 and 478**, acting for and on behalf of all of their Local Unions, (hereinafter referred to as the "Union"), shall constitute an Agreement between the parties hereto for the work, conditions and wage rates provided for herein in the territory Eastern Washington-Northern Idaho and that part of Oregon within the jurisdiction of Local No. 478.

**ARTICLE I
PURPOSE OF AGREEMENT**

1.1 The purpose of this Agreement is to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to stabilize wages and working conditions in BUILDING, HEAVY & HIGHWAY CONSTRUCTION work in the area affected.

1.2 Bylaws of either party are not part of this Agreement. It is agreed and understood between the parties hereto that this Agreement contains all the covenants, stipulations and provisions agreed upon by the parties hereto.

1.3 The Associated General Contractors acting on behalf of those member firms who have authorized it to bargain on their behalf hereby recognize the Union as the sole and exclusive bargaining agent for all OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION performing work for such Employers within the territorial jurisdiction of this Agreement.

1.4 The Union recognizes the Associated General Contractors as the exclusive agent for each Employer who has authorized the Associated General Contractors to negotiate with the Union on its behalf.

ARTICLE 5 WORK COVERED

5.1 BUILDING: Building construction shall be defined to include, but not limited to, building structures, including modifications thereof, or additions or repairs thereto, intended for use for shelter, protection, comfort or convenience. Building construction shall include the demolition of buildings and excavation of foundations for building construction.

5.2 HIGHWAY: Highway construction shall be defined to include, but not limited to, constructing roads, streets, alleys, including crushing and paving (Portland Cement and Asphaltic Concrete), sidewalks, guard rails, fences, parkways, parking areas, airports, bridle paths, athletic fields, highway bridges, grade separations involving highways, and construction of sewage and waterworks improvements incidental to street and highway improvements.

5.3 HEAVY: Heavy construction shall be defined to include, but not limited to, constructing railroad projects, railroad bridges, heavy construction sewers and watermains, grade separations involving a railroad, foundations, piledriving, piers, abutments, retaining walls, viaducts, tunnels, subways, track elevated highways, drainage projects, sanitation projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoirs, water supply projects, water power development, generators, atomic energy development, missile sites and launching facilities and all work pertaining thereto, hydroelectric development, transmission lines, pipelines, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwaters, docks, harbors, industrial sites, (including paving operations), excavation and disposal by contract of overburden and the loading by contract of all materials from which the overburden has been removed, including the operation and maintenance and repair of all land and floating plant, equipment, vehicles, and other facilities used in connection with and serving the aforementioned work and services.

5.4 ASBESTOS/TOXIC WASTE: This Agreement shall also cover all work in connection with the handling, control, removal, abatement, encapsulation or disposal of asbestos, toxic waste and/or lead abatement.

ARTICLE 6 UNION SECURITY

6.1 Pursuant to and in conformance with Section (a) 3 and 8 (b) 5 of the Labor Management Relations Act as amended, it is agreed that all employees coming under the terms of this Agreement shall be required to join the Union within eight (8) days following the date of employment or within eight (8) days following the date of signing this Agreement, whichever is later, and as a condition of continued employment must maintain membership in good standing for the life of this Agreement and any renewal thereof. Good standing shall be defined as the payment of normal initiation fees and dues, as prescribed by law.

6.2 Employers performing work covered by this agreement shall, in filling craft vacancies, utilize and be bound by the registration facilities and referral systems established by the Unions signatory hereto when such procedures are not in violation of State or Federal law.

6.3 In the event the Union requests an Employer to dismiss an employee for failure to comply with the provisions of this Article, such request shall be in writing. Copies of such a request shall be forwarded to the office of the Company.

6.4 In the event the National Labor Relations Act, as amended should be further amended or repealed, then the contracting parties will immediately meet and negotiate a clause in conformity with such changes in order to comply with the spirit of the law in Sections 1 and 2

6.5 No employee shall be discharged or discriminated against for union activity or representation of the Union.

ARTICLE 10
HOURS OF WORK - SHIFTS - OVERTIME

10.1 SINGLE SHIFT OPERATION:

(A) Eight (8) hours shall constitute a day's work, five (5) days shall constitute a week's work, Monday morning through Friday.

(B) A single shift operation shall be restricted to the hours between 6:00 a.m. and 6:00 p.m., and eight (8) hours of continuous employment (except for lunch period) shall constitute a day's work Monday through Friday of each week. In the event the job is down due to weather conditions, Monday through Friday, then Saturday may, at the option of the Employer, be worked as a voluntary make-up day at the straight time rate.

(C) Four consecutive ten (10) hour shifts at the straight time rate may be established Monday through Thursday. In the event the job is down due to weather conditions or holiday, then Friday may, at the option of the Employer, be worked as a voluntary make-up day. On ten (10) hour shift schedule, all hours worked in excess of ten (10) hours a day must be compensated at the overtime rate. Saturday shall not be utilized as a make-up day when a holiday falls on Friday. The Employer may change from a five-eight schedule to a four-ten, or vice versa, but must make the change at the beginning of the work week and maintain such shift for at least one week. At no time will a crew work a combination of eight (8) and ten (10) hour days in the same calendar week.

(D) No employee shall be discharged, laid off, disciplined, replaced or transferred for refusing to work a make-up day. Make-up days may only be worked if all of the basic crafts on the project are working at the straight time rate.

(E) In the event of a civil emergency such as, but not limited to, earthquakes, floods, or fires, starting time of the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at straight time. In order to work such shift, mutual agreement shall be received.

(F) When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift, then a special shift may be worked at the straight time rate. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours' work for eight (8) hours' pay. The Employer must give the Union notification prior to the start of a special shift.

10.2 MULTIPLE SHIFT OPERATION:

Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows:

(A) **Two Shift Operation:** On a two consecutive shift operation, no shift penalty is involved for work performed on either of these two shifts. Each shift must be scheduled for at least eight (8) hours except as provided for in Section 1 of this Article. On a two shift operation, the second shift shall be established for a minimum of three (3) days.

Once the starting times are established for the two shift operation, they shall not be changed except upon three (3) working days' written notice to the Union.

(B) **Three Shift Operation:** On a three shift operation, the following shall apply:
First Shift: The regular hours of work on the first shift of three shift operations shall be eight (8) hours of continuous employment, except for lunch period at midshift, between the hours of 6:00 a.m. and 6:00 p.m.

ARTICLE 11 LUNCH

11.1 Lunch will be approximately mid-shift. (See Article 10 for shift definitions). Lunch will be no less than one-half (1/2) hour and no more than one (1) hour.

11.2 **FIRST HALF SHIFT - LUNCH PERIOD:** If an employee is not given at least 30 minutes to eat in the first half of the shift, 30 minutes at the overtime rate shall be added to the hours worked.

11.3 **SECOND HALF SHIFT - LUNCH BREAK:** All employees must be given time to eat after five (5) consecutive hours of work in the second half of the shift. If the employee does not get time to eat after five (5) consecutive hours in the second half of the shift, 30 minutes at the overtime rate shall be added to the employee's hours worked.

ARTICLE 12 HOLIDAYS

12.1 Holidays recognized under this Agreement shall be as follows: **NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND FRIDAY AND SATURDAY FOLLOWING, and CHRISTMAS DAY.** Should any of these holidays fall on a Saturday, the previous Friday shall be a holiday, and should any of these holidays fall on a Sunday, the following Monday shall be considered a legal holiday and observed as such. A holiday shall be the twenty-four (24) hour period commencing with the starting time of the first shift on the day of the holiday. No work shall be performed on Labor Day except to save life or property. Work on any of the holidays specified herein will be paid at double the regular straight time rate per hour. In reference to Independence Day, by mutual agreement, the day observed may be changed.

ARTICLE 13 PAY DAY

13.1 Employees shall be paid in full on company time on the job site or by direct deposit to the employee's account at a financial institution once a week; swing shift, graveyard shift and daylight second shift employees will be paid on Thursday's shift, day shift employees will be paid on Friday's shift, following the previous weekly payroll period unless otherwise mutually agreed upon between the Union and Employer. When an employee cannot be paid accordingly because of a holiday, he shall be paid the last work day of the job before the holiday.

13.2 When an employee voluntarily quits or terminated for cause, he shall be paid at the next regular pay day.

13.3 When employees are laid off, they shall be paid in full immediately or by check within forty eight (48) hours.

13.4 If an employee is not paid in accordance with 13.1, 13.2, or 13.3 he shall receive two (2) hours pay for each 24-hour period thereafter until said check is mailed to an address of the employee's choice or directly deposited to the employee's account. The postmark on the envelope will determine if the check was mailed timely or the transaction date on the employee's financial institution account will serve as the cutoff for any penalty. Saturdays, Sundays, and recognized holidays are excluded from the 24-hour period for determining penalty. Employees must notify the Union within 72 hours after the payday, layoff or discharge to be eligible for penalty pay.

- 7) Stewards are not authorized to threaten, direct or cause a work stoppage or slowdown.
- 8) Before a Steward can be terminated, or transferred from a job or shift the Employer or his representative shall give the union 48 hours notice.
- 9) When forces must be reduced, the Steward shall be given preferential treatment and be retained over other journeymen providing the Steward can do the work involved; except the last (name union employee) on the job may be the Steward.
- 10) There shall be allowed one Steward on each shift on each job per contractor unless the distance between the work areas is so great that one Steward cannot police the work; then two (2) Stewards shall be allowed.

ARTICLE 15 SETTLEMENT OF DISPUTES & GRIEVANCES

15.1 It is mutually agreed that there shall be no authorized strikes, lockouts, or other slowdowns or cessation of work by either party on account of any labor differences pending the utilization of the grievance machinery as set forth below, provided that employees covered by this Agreement shall not be expected to pass through a duly authorized picket line.

15.2 Failure of an Employer to make wage, travel and/or zone pay differential, penalty pay, or other negotiated fringe payments as outlined in this Agreement, is a violation of this Agreement and not subject to Grievance Procedure as outlined below. In the event of violation and after forty-eight (48) hour notice to the Inland Northwest Associated General Contractors, the Union shall have the right to take economic action against such Employer to collect such monies owed.

15.3 In the event that a dispute or grievance over the interpretation of this Agreement other than jurisdictional or as otherwise called for in this Agreement occurs, the following procedure shall be followed:

15.2 **STEP I:** (A) The individual Employer and the local Union Representative shall attempt to settle the dispute on a local basis.

15.3 (B) In the event that the dispute cannot be satisfactorily adjusted on a local basis within five (5) working days, the dispute shall be referred to the authorized representative of the Union and the authorized representative of the Inland Northwest Associated General Contractors for immediate review and settlement if possible.

15.4 **STEP II:** If the dispute or grievance remains unsettled after the foregoing procedures, it shall immediately be reduced to writing and referred to the Union Negotiating Committee and the AGC Negotiating Committee for resolution.

15.5 **STEP III:** Should the Union Negotiating Committee fail to settle the matter within three (3) days after written notification of the dispute (Saturdays, Sundays and holidays excluded) said dispute shall then be referred to binding arbitration within forty-eight (48) hours. An impartial arbitrator shall be selected from a panel of names of persons submitted by the Federal Mediation and Conciliation Service. The Union and the Employer shall alternately remove names from this panel and the remaining name on the panel shall be the arbitrator. The decision of the arbitrator shall be within the scope and limited to the interpretation of this Agreement upon the points of issue as stipulated and shall be final and binding upon the parties. The arbitrator shall promptly render a decision, but not later than 30 days. Expense of employing said impartial arbitrator shall be paid equally by both parties.

17.3 DRY SHACK:

The dry shack provisions shall be discussed and agreed to at the pre-job conference or prior to commencement of work where agreed, and the project warrants. The Employer shall at the start of the job furnish warm, dry, suitable change rooms of ample size equipped with heat for drying clothes and with benches and tables for use during lunch periods, and shall be situated close to the site of the work.

17.4 SUBSTANCE ABUSE POLICY: <See Addendum>

Labor and Management are committed to providing employees with a drug-free and alcohol-free work place. It is the goal to protect the health and safety of employees and to promote a productive work place, and protect the reputation of Labor and Management and the employees.

Consistent with these goals, the Employer prohibits the use, possession, distribution or sale, at its employment sites, of drugs, drug paraphernalia or alcohol. A program of urine testing, pursuant to the Substance Abuse Program, may be instituted, upon mutual consent of labor and management which consent shall not unreasonably be withheld, to monitor compliance with this policy.

An acceptable Substance Abuse Program is contained in a separate addendum to this Collective Bargaining Agreement, but is not part of this agreement and modifications to this Substance Abuse Program, by mutual agreement of the employer and the union, will not constitute a change to this agreement.

Any grievance related to any employers' substance abuse program shall be resolved through Article 15, Settlements of Disputes and Grievances, of the agreement.

ARTICLE 18 SHOW UP - STANDBY & CALL BACK

18.1 Employees who have not been given notice not to report to work at least two (2) hours prior to the normal starting time of their shift who report for work shall receive four (4) hours reporting pay and applicable fringes, and who work in excess of four (4) hours shall receive eight (8) hours pay and fringes at the applicable straight and overtime rates plus all other applicable compensation except as provided in 18.2.

18.2 Employees prevented from starting or completing the shift due to inclement weather or conditions beyond the control of the Employer shall be paid actual time worked and applicable fringes with a minimum of two hours wages and fringes. Within a twenty-five (25) mile radius of the city centers of Spokane, Pasco, and Lewiston the minimum is one (1) hour wages and fringes. **When a Cement Mason is working on the same payroll as another craft (that negotiates with the AGC) that is receiving a higher minimum within a 25 mile radius, then the Cement Mason will also receive the higher minimum.**

18.3 In case of sustained inclement weather, the employer and the union shall set up a system of transmitting advice to a central point or points so that it will not cause a hardship on either the employee or the employer.

18.4 Employees prevented from completing the shift due to causes other than weather or equipment breakdown after the four (4) hour minimum, and in excess of four (4) hours, shall receive actual time worked at the applicable straight time and overtime rates plus all other applicable compensation.

18.5 If an employee leaves of his own volition, he shall be paid for actual time worked at applicable straight and overtime rates.

**ARTICLE 22
PUBLIC WORKS PROJECTS**

Public Works Projects - Davis Bacon Act & Related Statutes

22.1 In the event the Employer bids a public job or project being awarded by a Federal, state, county, city or other public entity which is to be performed at a pre-determined and/or prevailing wage rate established pursuant to the provisions of the Davis-Bacon Act (Public Law 74-403 (8/30/35) as amended 3/23/41 and 7/2/64 (40 USC 276A-276A7 as amended) or established by the Industrial Commission of Washington pursuant to the provisions of Title 39 RCW (39.12) prevailing wages on public works - Washington State, Prevailing Wage on Public Works, and other applicable prevailing wage laws and regulations, the published hourly wage set forth in said public work at the time of bid shall apply for the first twenty-four (24) months of the project from the date of the notice to proceed. The fringe benefit contribution rate shall be those as established and maintained by the Master Agreement. In the event a Health and Welfare contribution rate increase exceeds forty cents (\$0.40) per hour, any additional amount will be deducted from the employees' wage rate. Notwithstanding the above, project agreements may be mutually agreed upon to allow use of the pre-determined wage for the duration of a project to exceed twenty-four (24) months.

22.2 Should the rates prevailed in a public works project be less than the negotiated rate, the contractor and the union shall mutually agree before reducing the rates below the limits as set forth herein.

22.3 In the event the specifications include an escalator provision covering wages, such amount will be included as an increase to wages to the extent that the Employer may recover in the escalator claim.

22.4 The Employer will, when requested in writing, supply accurate and reliable information on company stationery that will assist the Union in establishing the correct prevailing wage rates when responding to requests for prevailing wage data.

**ARTICLE 23
OVERLAPPING JURISDICTION & EMERGENCY WORK ASSIGNMENT**

23.1 OVERLAPPING JURISDICTION:

(A) Original manning of a job will be by the Cement Finishers, Laborers, Operating Engineers, and Teamsters under which jurisdiction the work falls.

(B) Overlapping jurisdiction (Union) will be allowed to guarantee the contractor eight (8) hours work for eight (8) hours pay. Overlapping jurisdiction can only be applied after Cement Finishers, Laborers, Operating Engineers, and Teamsters have been notified by the Employer and all parties have agreed thereto.

(C) If additional manpower is needed, hiring will be done in accordance with craft jurisdiction.

23.2 EMERGENCY WORK ASSIGNMENT:

The contractor shall be allowed to employ, without regard to craft jurisdiction or union affiliation, any of his employees competent to fill vacancies caused by injury, sickness, or other unavoidable absence of employees beyond the control of the contractor in order to carry the day's work to completion.

23.3 In such cases, wage rates shall be recognized as applying to the classification rather than to the employee, and any employee performing such work shall be paid at the rate for the classification of the work

**ARTICLE 27
HEALTH CARE LEGISLATION**

27.1 In the event of the enactment of any State or Federal legislation which impacts the employer's health and security contributions, the parties signatory hereto will immediately meet to negotiate the distribution of these funds.

**ARTICLE 28
TRIBAL EMPLOYMENT RIGHTS OFFICES (TERO)**

28.1 When an Employer who is signatory to this Agreement is required by the terms of a project contract to comply with TERO hiring requirements, the Employer shall notify the Union prior to starting any work on the project.

28.2 The Union shall be given the opportunity to fill any manpower needs with individuals who are qualified by and registered with the respective TERO prior to the hiring of any individual directly from the TERO.

28.3 The Employer shall be allowed to hire individuals directly from the TERO in the event the Union cannot meet the TERO qualified and registered manpower needs in a timely manner.

28.4 If the Employer is compelled to hire employees directly from the TERO, the Union will be provided the opportunity to recruit each employee so hired for Union membership. If any employee hired directly from the TERO declines Union membership and completes a waiver of fringe contributions and benefits supplied by the union, the Employer shall be exempt from making said fringe benefit contributions on behalf of the employee and shall pay the equivalent amount directly to the employee. This exemption shall apply only to those employees qualified by and registered with the TERO and will not apply to any work performed by the Employer outside the jurisdiction of the TERO project.

**ARTICLE 29
LABOR MANAGEMENT MEETINGS**

29.1 The Union and the employer will make every effort to meet on a quarterly basis to discuss issues that effect Labor and Management during the terms of this agreement.

SCHEDULE "A"

CEMENT MASONS LOCALS 72& 478

WAGE RATES

Zone rates will apply to all work outside a 45 mile radius from the main post office of Spokane, Pasco, Lewiston. Moses Lake - Zone 2 rate applies unless the employees' Main Post office of his/her established residence is within a 45 mile radius.

SEE ZONE MAP: **ZONE CENTERS:** Spokane, Pasco, Lewiston
ZONE 1 = 0-45 MILES
ZONE 2 = 45 MILES & OVER

*TOTAL INCREASE: 6/1/06 = \$1.30 6/1/07 = \$1.20 6/1/08 = \$1.15

CEMENT MASONS	<u>5/31/2006</u>	<u>(\$0.95)</u> <u>6/1/2006</u>	<u>(\$1.20)</u> <u>6/1/2007</u>	<u>(\$1.15)</u> <u>6/1/2008</u>
ZONE 1:	\$22.73	\$23.68	\$	\$
ZONE2:	\$24.73	\$25.68	\$	\$

Local #478 - Oregon Jurisdiction 6/1/2006

Wages Contact Local 478

Fringes " "

Zone 5 " "

CEMENT MASON CLASSIFICATION INCLUDES BUT IS NOT LIMITED TO:

Rodding, Tamping, Floating, Patching, Stoning, Rubbing, Sack Rubbing
All exposed aggregate finishing and sealing. All architectural finishing, staining, stamping and coloring, washing and power washing of concrete, polymer, latex and composite materials.
Setting of screeds, screed forms, curb & gutter & sidewalk forms
Preparation of all concrete for caulking of the joints and the caulking of the expansion joints
Preparation of concrete for the application of hardeners, sealers and curing compounds and their application. Grouting and dry packing of all machine bases
Removal of snap ties and she bolts and other form devices prior to patching of concrete
Power Troweling Machine Operator
Troweling of magnesite, torganal, or materials with epoxy
Bases or oxichloride base
All power Grinders, Bush Hammers, Chipping Gun
Gunite Nozzleman
All sandblasting for architectural finishes, patch preparation and exposing of aggregate for finish
Concrete Sawing and Cutting for control and expansion joints and scoring for decorative patterns
Operating of Clary-type floats, Longitudinal Floats, Rodding Machines and Belting Machines and Scarifiers Grinding, Bushing or chipping of toxic materials or high density concrete Operating of power tools on a scaffold

SCHEDULE B

CEMENT MASONS LOCALS 72 and 478

TRUST FUNDS

SECTION 1. HEALTH & WELFARE PROVISION. In addition to the wage rates listed in Schedule A, the Employers shall pay into a Health and Security Fund known as the Northwest Laborers-Employers Health & Security Trust Fund for Cement Masons Locals 72 and 478," effective **June 1, 2006, Four dollars and ninety five cents (\$4.95)** per compensable employee hour worked for all Cement Masons covered by this Agreement. Such payments shall be made monthly on or before the 15th of the month following that for which contribution is being made and shall be deposited in a delegated Bank or Banks in accordance with the negotiated Trust Agreement dated January 5, 1959, between the Spokane Chapter and the Eastern Washington Builders Chapter of the Associated General Contractors of America, now combined to form the Inland Northwest AGC. The Trust Agreement as amended shall be attached to and become a part of this Agreement.

SECTION 2. RETIREMENT PROVISION. In addition to the wage rates listed in Schedule "A", the Employers shall pay into a Retirement Fund known as "The Washington-Idaho Cement Masons-Employers Retirement Trust," effective **June 1, 2006, two dollars and fifty-five cents (\$2.55)** per compensable hour worked for each Cement Mason covered by this Agreement. Such payment shall be made monthly on or before the 15th of the month following that for which contribution is being made and shall be deposited in a delegated bank or banks, in accordance with the negotiated Trust Agreement dated July 20, 1965, between the Inland Northwest Associated General Contractors of America and the Eastern Washington and Idaho Cement Masons. The Trust Agreement shall be attached to and become a part of this Agreement.

SECTION 3. CREDIT UNION PROVISION. As a deduction from the wage rate listed in the Schedule A, the Employer shall pay into the Inland Empire Masons Credit Union, effective **June 1, 2006, one dollar and forty cents (\$1.40)** per compensable hour worked for each Cement Mason covered by this Agreement. Such payment shall be made monthly on or before the 15th of the month following that for which the contribution is being made and shall be deposited in the bank or banks delegated to accept the other funds listed in this Article.

The purpose of these contributions is to create individual share accounts in the Credit Union for each Cement Mason covered by this Agreement.

The details concerning the administration of the Credit Union shall be as stated in their charter and bylaws, and any amendment thereto which may be approved by the National Credit Union Administration. Neither the Employer Association, nor an individual Employer, nor the Union shall participate in the administration of said Credit Union.

It is understood that the Employers will make these contributions on the same transmittal forms as are used for the other fringes and that the pro-rata cost of such forms, and of the collection and accounting thereof will be deducted from the contributing and be paid to the fringe benefit administrator, and the balance remaining will be credited to the individual share accounts.

It is further understood that the Credit Union deduction from the employee's wages shall be from the net wages after all payroll taxes have been deducted from the gross wages.

It is further understood that the charter and bylaws of the Cement Masons Credit Union will be amended to extend membership to all Cement Masons covered by this Agreement.

constitutional provisions or any other aspect or obligation of the Union membership, policies or requirements. The provisions relating to the functioning of the hiring arrangement shall be posted in places where notices to employees and applicants for employment are customarily posted.

(C) All new employees hired shall be reported to the Union in writing once during each payroll period in order that the Union may properly maintain its list of available workmen on a current basis, and carry out the provisions of Union Security.

(D) When new hires are requested for interview in accordance with the hiring procedure of this Agreement and either party to this Agreement creates an abuse, the grievance procedure as outlined in Article 15 shall be followed.

□ □ □

7. **CONTRACTOR RULE:**

Journeyman Cement Masons shall not accept employment with a Contractor who works with the tools of the trade unless said Contractor is a practical Cement Mason, and no Contractor shall be allowed to work with the tools unless he has at least one (1) Journeyman working with him. Where there are partners in the contracting business, no more than one shall work on the same job at the same time.

8. **ADMIX:**

When admix or time to be factors, the Cement Masons will be notified prior to the pour.

9. **STAGGERED SHIFTS:**

Cement Masons do not work staggered or split shifts.

**LETTER OF UNDERSTANDING
COVERING
COMMERCIAL & RESIDENTIAL CONSTRUCTION
BETWEEN
INLAND NORTHWEST
ASSOCIATED GENERAL CONTRACTORS
AND
OPERATIVE PLASTERERS & CEMENT MASONS
INTERNATIONAL ASSOCIATION
LOCAL NOS. 72 & 478**

JUNE 1, 2006 TO MAY 31, 2009

SECTION 1. This understanding entered into the **1st day of June, 2006**, shall apply to all commercial and residential projects.

SECTION 2. (A) The understanding shall cover the jurisdictional area described as in Article 4, Territory, of the Master Labor Agreement.

(B) This letter of understanding is not applicable to any union-financed project.

SECTION 3. The work performed on the project shall be for all construction within the recognized jurisdiction of the Union.

SECTION 4. This Letter of Understanding shall cover all privately funded projects involving the construction, alteration, or repair of buildings, and structures of under **\$1,000,000 excluding Mechanical and Electrical**.

The work covered by this Letter of Understanding will be:

- | | |
|---------------------------------|----------------------------------|
| 1. Churches | 5. Hospitals |
| 2. Grocery Stores | 6. Office Buildings & Apartments |
| 3. Department Stores | 7. Warehouses |
| 4. Clinics and Doctors' Offices | 8. Restaurants |

ADOPTION OF MASTER LABOR AGREEMENT

The parties agree to be bound by, to adopt and incorporate by reference as a part of this understanding all of the terms and conditions (including all monetary contribution requirements) of the labor agreement.

NOTIFICATION

The Employer shall notify the union when a job is to be performed under this Agreement. Prior to starting work, a pre-job conference and/or markup shall be held between the contractor and the union when requested.

CEMENT MASONS

COMPLIANCE AGREEMENT

An Employer to be eligible to utilize the terms of this understanding must be party to the master labor agreement.

WORK CLASSIFICATIONS

SECTION 1. The classification of employment shall be as set forth in the wage schedules of the master agreement and shall be computed and dispatched at ninety-five percent (95%) of the master labor agreement.

SECTION 2. Wage rates for apprentices shall be computed and dispatched according to the master labor agreement, but at no time shall an apprentice receive more than a journeyman.

SECTION 3. Fringe benefits will be paid in accordance with the master labor agreement.

EFFECTIVE DATE & DURATION

It is mutually agreed and understood by the parties signatory hereto, that this understanding shall be in full force and effect as of **June 1, 2006**, and termination shall coincide with the master labor agreement.

SPECIAL CONDITIONS

In order to preserve work for the union members and make the Employer more competitive on all projects, the Union and the Employer may mutually agree to put this understanding into effect on projects higher than the coverage allowed in Section 4. In addition, both parties may mutually put into effect special wages and conditions for specific areas or projects for a specific period of time.


OPERATIVE PLASTERERS & CEMENT MASONS INTERNATIONAL ASSOCIATION


Deven Johnson, Chairman
Negotiating Committee


Date

INLAND NORTHWEST CHAPTER ASSOCIATED GENERAL CONTRACTORS


JIM CAMERON Chairman
Negotiating Committee


Date

CEMENT MASONS